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FILED
Superior Court of California
County of Los Angeles
12/17/2025
David W. Slayton, Executive Officer / Clerk of Court
By: S. Wong Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

SHAYNE ALISSA WERBER, an individual
and on behalf of all others similarly situated;

Plaintiff,

vs.

TELEFERIC BARCELONA LA LLC, a
California limited liability company;
TELEFERIC BARCELONA HOLDING USA
CORP., a California corporation; TELEFERIC
BARCELONA LG LLC, a California limited
liability company; and TELEFERIC
BARCELONA WC LLC, a Nevada limited
liability company; and DOES 1 through 50,

Defendants.

Case No.: 23STCV25517

[Assigned for All Purposes to:
Hon. Carolyn B. Kuhl, Dept. 12]

**~~(PROPOSED)~~ JUDGMENT AND ORDER
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, ATTORNEY'S
FEES AND COSTS, AND SERVICE
PAYMENT**

DATE: December 17, 2025
TIME: 10:30 a.m.
DEPT: 12

Action Filed: October 18, 2023
Trial Date: Not Set

1 The Motion of Shayne Alissa Werber (“Plaintiff”) for Final Approval of Class Action and
2 PAGA Settlement, Attorney’s Fee’s and Costs, Class Representative Service Payments (“Final
3 Approval Motion”) came on regularly for hearing before this Court pursuant to California Rule of
4 Court 3.769 and this Court’s earlier Order Granting Preliminary Approval of Class Action and
5 PAGA Settlement (“Preliminary Approval Order”).

6 Having considered the Parties’ Class Action and PAGA Settlement Agreement
7 (“Settlement” or “Agreement”)¹, and the documents and evidence presented in support thereof, and
8 recognizing the sharply disputed factual and legal issues involved in this case, the risks of further
9 prosecution, and the substantial benefits to be received by the Class pursuant to the Settlement, the
10 Court hereby makes a final ruling that the Settlement is fair, reasonable, and adequate pursuant to
11 California Code of Civil Procedure § 382, and is the product of good faith, arm’s-length
12 negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS
13 Plaintiff’s Final Approval Motion and hereby ORDERS the following:

14 1. Final judgment is hereby entered in conformity with the Settlement Agreement and
15 this Final Approval Order.

16 2. The conditional class certification is hereby made final, and the Court thus certifies,
17 for purposes of the Settlement, the following Class:

18 All current and former non-exempt employees who worked for Teleferic Barcelona
19 LA LLC, Teleferic Barcelona Holding USA Corp., Teleferic Barcelona LG LLC,
20 and Teleferic Barcelona WC LLC at their Los Angeles, Los Gatos and/or Walnut
Creek restaurants within the State of California during the Class Period of October
18, 2019 to June 16, 2025.

21 3. The Court hereby confirms Plaintiff as the Class Representative; William C. Sung
22 and Tiffany L. Luu of Justice for Workers, P.C. as Class Counsel; and Phoenix Settlement
23 Administrators as the Administrator.

24 4. Notice was provided to Class Members as set forth in the Settlement, which was
25 approved by the Court on August 18, 2025, and the notice process has been completed in
26 conformity with the Settlement and the Court's Order Granting Preliminary Approval of Class
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¹ All defined terms contained herein shall have the same meanings as set forth in the Agreement.

1 Action and PAGA Settlement. The Court finds that said notice was the best notice practicable under
2 the circumstances, and that individual notice was provided to all Class Members who could be
3 identified through reasonable effort. The Class Notice provided due and adequate notice of the
4 proceedings and matters set forth therein.

5 5. The Court finds that no Class Member objected to the Settlement, that two Class
6 Members opted out of the settlement, and that the 99.81% participation rate in the Settlement
7 supports final approval.

8 6. The Class Members who opted out of the Settlement are Patricia Taracena Castellvi
9 and Maria Rodriguez Hervas. These Class Members are not bound by the Released Class Claims
10 but are bound by the Released PAGA Claims.

11 7. The Court further finds that the Settlement is fair, reasonable, and adequate, and
12 orders the Parties to effectuate the Settlement according to its terms.

13 8. For purposes of settlement only, the Court finds that: (a) the Class Members are
14 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
15 of law or fact common to the Class, and there is a well-defined community of interest among
16 members of the Class with respect to the subject matter of the litigation; (c) the claims of the Class
17 Representative are typical of the claims of the Settlement Class members; (d) the Class
18 Representative has fairly and adequately protected the interests of the Class; (e) a class action is
19 superior to other available methods for an efficient adjudication of this controversy; and (f) Class
20 Counsel are qualified to serve as counsel for the Class Representative and the Class.

21 9. The Court finds that given the absence of objections to the Settlement, this Order
22 shall be considered final as of the date of entry.

23 10. The Court finds that the Individual Class Payments and Individual PAGA Payments,
24 as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Administrator to
25 distribute the Individual Class Payments and Individual PAGA Payments in conformity with the
26 terms of the Settlement.

27 11. The Court orders Defendant to deposit the Gross Settlement Amount of \$480,000.00
28 and employer payroll taxes with the Administrator within 14 calendar days of the Effective Date.

1 12. The Court finds that a Class Representative Service Payment in the amount of
2 \$7,500.00 Plaintiff is appropriate for Plaintiff's service to the Class. The Court finds that this
3 payment is fair, reasonable, and adequate, and orders that the Administrator make this payment in
4 conformity with the terms of the Settlement

5 13. The Court finds that attorney's fees in the amount of \$160,000.00 and litigation costs
6 of \$10,001.43 for Class Counsel are fair, reasonable, and adequate in light of the common fund
7 created by the Settlement, and orders that the Administrator distribute these payments to Class
8 Counsel in conformity with the terms of the Settlement.

9 14. The Court orders that the Administrator shall be paid \$12,650.00 from the Gross
10 Settlement Amount in conformity with the terms of the Settlement, for all of its work done and to be
11 done until the completion of this matter and finds that sum appropriate.

12 15. The Court finds that the payment to the California Labor & Workforce Development
13 Agency ("LWDA") in the amount of \$18,750.00 for its share of the settlement of Plaintiff's
14 representative claim under the PAGA is fair, reasonable, and adequate, and orders the Administrator
15 to distribute this payment to the LWDA in conformity with the terms of the Settlement.

16 16. The Court orders that the Individual Class Payments and Individual PAGA Payments
17 for the 14 Class Members for whom the Administrator was unable to obtain a social security
18 number be redistributed to Participating Class Members and Aggrieved Employees.

19 17. The Court orders that any settlement checks shall be negotiable for 180 calendar
20 days from the date of issuance of the check, and that any settlement checks that remain uncashed
21 180 days after they are mailed shall be distributed to the Controller of the State of California to be
22 held pursuant to the Unclaimed Property Law, California Civil Code §§ 1500, *et seq.*, in the name
23 of the Class Member to whom the check was issued.

24 18. "Released Parties" means Defendants and their former and present directors,
25 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
26 subsidiaries, and affiliates.

27 19. Upon the Effective Date and once the Settlement is funded with Defendant's
28 payment of the Gross Settlement Amount and the employer's share of payroll taxes, Plaintiff and

1 Participating Class Members, on behalf of themselves and their respective former and present
2 representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release
3 Defendant and the Released Parties for all of the Released Class Claims which occurred during the
4 Class Period.

5 20. “Released Class Claims” means all causes of action and claims that were alleged in
6 the Action or reasonably could have been alleged based on the facts contained in the Operative
7 Complaint, arising during the Class Period, including all of the following claims for relief: unpaid
8 minimum or regular wages; unpaid overtime; failure to provide meal periods; failure to authorize
9 and permit rest periods; failure to provide compliant wage statements; failure to timely pay wages
10 upon termination; failure to reimburse necessary business expenses; unlawful tip pool practice; paid
11 sick leave violations; reporting time pay violations; violations of Labor Code §§ 201, 202, 203, 204,
12 210, 226, 226.7, 246, 256, 351, 510, 512, 516, 558, 1174, 1194, 1197, 1197.1, 1198, and 2802;
13 unfair business practices under California Business and Professions Code Sections 17200, *et seq.*; or
14 any of the claims, causes of action or legal theories of relief pleaded in the Operative Complaint.
15 Except for the Released PAGA Claims, Participating Class Members do not release any other
16 claims, including claims for vested benefits, wrongful termination, violation of the Fair
17 Employment and Housing Act, unemployment insurance, disability, social security, workers’
18 compensation, or claims based on facts occurring outside the Class Period.

19 21. Upon the Effective Date and once the Settlement is funded with Defendant’s
20 payment of the Gross Settlement Amount and the employer’s share of payroll taxes, Plaintiff, the
21 State of California, and all Aggrieved Employees, on behalf of themselves and their respective
22 former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
23 shall release Defendant and the Released Parties with respect to the Released PAGA Claims which
24 occurred during the PAGA Period.

25 22. “Released PAGA Claims” means all causes of action and claims for civil penalties
26 under the California Private Attorneys General Act of 2004 that were alleged or reasonably could
27 have been alleged based on the facts contained in the Operative Complaint and PAGA Notice,
28 arising during the PAGA Period, including claims for civil penalties based on the following: unpaid

1 minimum or regular wages; unpaid overtime; failure to provide meal periods; failure to authorize
2 and permit rest periods; failure to provide compliant wage statements; failure to timely pay wages
3 upon termination; failure to reimburse necessary business expenses; unlawful tip pool practice; paid
4 sick leave violations; reporting time pay; and violations of Labor Code §§ 201, 202, 203, 204, 210,
5 226, 226.7, 246, 256, 351, 510, 512, 516, 558, 1174, 1194, 1197, 1197.1, 1198, and 2802.

6 23. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give
7 notice of this final Judgment and Order to all Class Members by posting the Judgment and Order for
8 90 days on the Administrator's website and to the LWDA pursuant to Labor Code § 2699.

9 24. This document shall constitute a final judgment pursuant to California Rule of Court
10 3.769(h), which provides: "If the court approves the settlement agreement after the final approval
11 hearing, the court must make and enter judgment. The judgment must include a provision for the
12 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court
13 may not enter an order dismissing the action at the same time as, or after, entry of judgment."
14 Pursuant to California Code of Civil Procedure § 664.6, the Court retains jurisdiction to enforce the
15 Settlement, the Final Approval Order, and this Judgment.

16 25. The Court sets a Non-Appeal Compliance Hearing for Oct. 28, 2026,
17 2026 at ____ a.m. in Department 12 of the above-entitled Court. Plaintiff shall file a Final
18 Disbursement Declaration from the Administrator no later than 5 court days before the Compliance
19 Hearing.

20 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

21
22 DATED: 12/17/2025, ~~2025~~



A handwritten signature in black ink that reads "Carolyn B. Kuhl".

23 Carolyn B. Kuhl
24 Judge of the Superior Court
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